Amendment No. 3

to the Agreement on the access of users to the electronic information resources

(hereinafter referred to as the "**Amendment**")

Name: **National Library of Technology,** a State Contribution Organization set up by the Ministry of Education, Youth and Sports

Seat: Technická 2710/6, 160 80 Praha 6 - Dejvice

Identification number: 61387142

Represented by: Ing. Martin Svoboda, Director

(hereinafter referred to as the "**Client**")

and

Name: Clarivate Analytics (US) LLC

Seat: 1500 Spring Garden Street, Fourth Floor, Philadelphia, Pennsylvania 19130, USA

Identification number: **23-1569117**

Other details: Registered in State of Delaware, USA

Represented by: Arben Morina, VP, Global Sales Operations

(hereinafter referred to as the "**Clarivate Analytics**")

(the Client and the Clarivate Analytics hereinafter also jointly the "**Contracting Parties**" and each separately also the "**Contracting Party**")

1. INTRODUCTORY PROVISIONS

1.1. On 24 April 2018, the Contracting Parties entered into the Agreement on the access of users to the electronic information resources which defines conditions of cooperation and rights and duties of the Contracting Parties while providing access to the electronic resources to the Authorized member institutions stated in appendix A to the defined products (hereinafter referred to as the "**Agreement**"). Agreement was published in the Register of Contracts on April 26, 2018 with the ID of contract 4993272 and eventually amended by Amendment No. 1 concluded on 27 December 2018 and by Amendment No.2 concluded on 24 January 2020.

1.2. Because the Contracting Parties wish to extend the authorized access to API products listed below for all Participating Member Institutions, the Contracting Parties execute this Amendment.

2. SUBJECT-MATTER OF THE AMENDMENT

2.1. The Contracting Parties have agreed that the texts in Column AUTHORISED ACCESS of the table in Appendix A - AUTHORIZED MEMBER INSTITUTIONS, pages 4 - 13 of the Agreement, shall be modified in relation to all Participating Member Institutions by adding the new wording as follows:

Web of Science – API Lite
Web of Science – API-Article Match Retrieval

2.2. The Contracting Parties have agreed that the Section PRODUCT / SERVICE TERMS of the Agreement, pages 18 – 19, shall be modified by adding the additional Products / Service Terms after the last paragraph of this Section of the Agreement, as specified in Appendix No. 1 to this Amendment.

2.3. The Contracting Parties have agreed that the table PRODUCT(S) SERVICE(S) DETAILS of the Agreement, pages 1 – 2, shall be modified by adding above the last line 'TOTAL FEES(USD)' of the table the new wording as follows:

PRODUCT(S)/SERVICE(S) DETAILS					
Product(s) / Service(s)	# of End Users/ License Level	Type of License	Term	Year 3 Fees-2020	Frequency of Payment
Web of Science - API - Lite	Site	Limited License	Jan 1, 2020-Dec 31, 2020	███	Annual
Web of Science - API - Article Match Retrieval	Site	Limited License	Jan 1, 2020-Dec 31, 2020	███	
			Total Fee(s) USD	$ 0.00*	

* Complementary to Web of Science (WOS) subscription for all Participating Member Institutions covered under this Agreement.

3. FINAL PROVISIONS

3.1. The Amendment shall become valid on the date of signature by both Contracting Parties. The Amendment comes into effect on the date of its publication in the Register of Contracts under the conditions stipulated by Act No. 340/2015 Coll., On the Register of Contracts. The Amendment will be published by Client in the Register of Contracts.

3.2. All other provisions of the Agreement shall remain unaffected.

3.3. The Amendment is compiled in three counterparts in the English language, each of which has the power of an original. Clarivate Analytics shall receive one counterpart and Client shall receive two counterparts.

3.4. The Contracting Parties agree that electronically signed versions of this originally executed Amendment are acceptable in lieu of printed signed copies and are to be given full force and effect under law.

3.5. The Appendix No. 1 - ADDITIONAL PRODUCT / SERVICE TERMS forms an integral part of this Amendment.

IN WITNESS WHEREOF, the Contracting Parties have executed this Amendment by their respective, duly authorized representatives as of the date first above written.
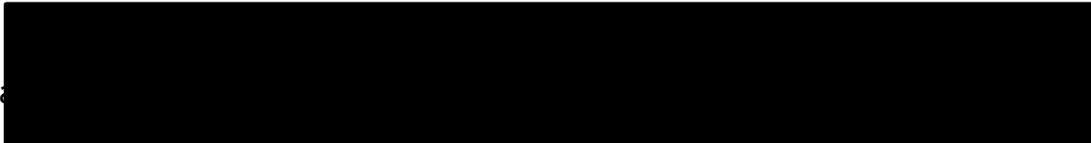

Clarivate Analytics:

BY: ██
Signa██

Arben Morina
VP, Global Sales Operations

Client:

BY: ██
Signa██

Ing. Martin Svoboda
Director of National Library of Technology

APPENDIX No. 1 – ADDITIONAL PRODUCT / SERVICE TERMS

Web of Science & InCites APIs

1. Applicability. The following terms apply to your use of Web of Science API-Expanded, Web of Science API-Lite, Web of Science API-Article Match Retrieval or InCites, as applicable.

2. Access. You may request access to the API through the Clarivate Developer Portal available at https://developer.clarivate.com/, your Sales Representative or Sales Support. You are responsible for requesting access. The data available through the API is limited to the data available through your subscription license and may only be accessed by the same users who are permitted access by your subscription. The API will close upon exceeding the number of queries and records permitted by your subscription. If your subscription license to the data delivered via the API terminates or expires, your rights to the API simultaneously terminate and any data you downloaded must be deleted unless we provide written authorization or mutually agree in writing otherwise.

3. Service. API refers to the application programming interface connecting you with the data fields set out below which may be updated by us from time to time. To the extent the licensed data includes data from third parties, you must ensure you have all required approvals for such use. For the duration of your license and for 3 years thereafter, you must maintain adequate records relating to your use of our data and the API, including the number of users, locations, and any associated charges. If reasonably requested, you must provide us with this information.

4. License. You may use the API to access the Data Fields in accordance with the applicable License Level, in each case as permitted by your subscription and set forth below, for the following uses:

(a) to view, use, download and print such data fields for individual academic use;

(b) to perform specific research or numerical or statistical analyses to produce reports in support of scientific endeavors;

(c) to extract, maintain and display data in an institutional repository on websites owned, maintained and controlled by you, including your intranet and your own publicly-accessible websites. Such institutional repository may only include data regarding materials authored by your faculty, students or affiliated researchers and, where such institutional repository is publicly-accessible, may only include the Data Fields that may be publicly displayed as set forth below;

(d) on an infrequent, irregular and ad hoc basis to distribute limited extracts of our data that have no independent commercial value and to share data and reports across academic collaborations, in each case in the ordinary course of your academic research and provided our data may not be further distributed or used for any other purpose, including as a substitute for any service (or a substantial part of it) provided by us, our affiliates or third party providers; and

(e) to publicly display certain Data Fields, as set out below.

> **License Level**
>
> The volume of data that you may pull through the API for each product is set forth below. Your license level for Web of Science API – Expanded defaults to Basic unless stated otherwise on your order form.

	Web of Science API – Expanded				Web of Science API - Lite	Web of Science API - Article Match Retrieval	InCites -API
	Basic	Intermediate	Advanced	Premium			
Maximum Number User Tokens	1	2	5	10	1	1	1
Maximum Number of Requests/second	2	2	3	5	2	3,000	2
Maximum Number of Queries/year	75,000	500,000	3,000,000	5,000,000	Unlimited	Unlimited	Unlimited
Maximum Number of Records/year	50,000	250,000	1,000,000	3,000,000	Unlimited	Unlimited	Unlimited

Data Fields

Data Fields	Data Fields that may be publicly displayed	Fields available by product			
		Web of Science API - Expanded	Web of Science API - Lite	Web of Science API - Article Match Retrieval	InCites - API
UID (Unique Identifier)	X	X	X	X	X
Title	X	X	X	X	
Issue	X	X	X	X	
Pages	X	X	X	X	
DOI	X	X	X	X	
Volume	X	X	X	X	
Times Cited* *For academic purposes only	X	X		X	X
ISSN	X	X	X	X	
ISBN	X	X	X	X	
PubMed ID	X	X		X	
Source	X	X	X		
Source URL		X		X	
Citing Articles (including URLs)		X		X	
Publication Date	X	X	X		
Authors	X	X	X		
Author Keywords	X	X	X		
Document Type	X	X			
Abstract		X			

Data Fields	Data Fields that may be publicly displayed	Fields available by product			
		Web of Science API - Expanded	Web of Science API - Lite	Web of Science API - Article Match Retrieval	InCites - API
Book Author	X	X			
Book Group Author	X	X			
Group Author	X	X			
Editor	X	X			
Conference Title	X	X			
Conference Location	X	X			
Conference Date	X	X			
Conference Sponsor	X	X			
Book Series	X	X			
Part Number	X	X			
Supplement	X	X			
Special Issue	X	X			
Meeting Abstract Number		X			
Article Number	X	X			
Cited References		X			
Language	X	X			
Keywords Plus		X			
Reprint Author		X			
Reprint Address		X			
Author Address / Affiliation		X			
ResearcherID Number	X	X			
Funding		X			
Publisher		X			
Subject Category	X	X			
IDS Number		X			
Article Number	X	X			
Book DOI	X	X			
Book Chapter Count		X			
Related Records		X		X	
ORCID ID	X	X			
Org Enhanced		X			
Author Order Number (i.e., sequence order of authors as they	X	X			

| Data Fields | Data Fields that may be publicly displayed | Fields available by product | | | |
		Web of Science API - Expanded	Web of Science API - Lite	Web of Science API - Article Match Retrieval	InCites - API
appear in the article)					
DOAJ Open Access Flag (true / false)		X			
Document Type	X				X
Journal Expected Citations					X
Journal Normalized Citation Impact					X
Category Expected Citations					X
Percentile					X
Category Normalized Citation Impact					X
ESI Most Cited Flag					X
ESI Hot Paper Flag					X
International Collaboration (Yes / No)					X
Institutional Collaboration (Yes / No)					X

5. Approved Third Party Solutions. You may use the API with the Clarivate-approved third party solutions listed below which may be updated by us from time to time. No other third party commercial solutions are permitted to be used without obtaining our prior written consent.

For the avoidance of doubt, prior written consent is not required for non-commercial, internal usage by Participating Member Institutions.

- Cosmotron
- Interfolio (Data180)
- Deep Web
- EBSCOhost Integrated Search
- Elsevier Pure
- ExLibris MetaLib
- inno360
- ProQuest 360 Search
- ReadCube(formerly Mekentosj Papers
- Suweco
- Symplectic
- Third Street Software Sente
- VIVO

As applicable, each document record in an approved third party solution that contains our data must link back to the applicable record, and any citation count must link back to the cited-by list for the respective document.

6. Attribution. For Web of Science data, you must provide us with attribution as described below for all usage except for internal, non-commercial usage by Participating Member Institutions exclusively for employees and authorized members:

Notices

The following copyright notice must appear at the bottom of every page or table that shows Web of Science content:

© [insert year] Clarivate Analytics

All usage of our data including in reports must include the following notice:

"Certain data included herein are derived from the © [specified product name] (date) of Clarivate Analytics. All rights reserved. You may not copy or re-distribute this material in whole or in part without the prior written consent of Clarivate Analytics."

How to display links to Web of Science in Third Party Software

When linking to the Web of Science from third party software, the text that should appear on the user interface is dependent on link type (see table below). The text should be hyperlinked, redirecting the user to the appropriate page in Web of Science. The product name must be italicized.

Link type	Text to display
Full Record Link	View record in *Web of Science*
Citing Articles Link (if not anchored to the Times Cited Count)	View citing articles in *Web of Science*

How to display Web of Science Times Cited Count and related Citing Articles Link in Third Party Software

When displaying the Web of Science Times Cited Count or a Citing Articles Link anchored to the Web of Science Times Cited Count, the third party software should identify that the Times Cited Count is from the Web of Science, pre-pending display of the count with the text "Web of Science Times Cited" as set out in the example below. If the third party software provider so chooses, the third party software provider may hyperlink the number presented to redirect the user to the citing articles page in the Web of Science.

Example: *Web of Science* Times Cited: 35

7. Definitions.

Query: A constructed search run against the API intended to return a set of records.

Record: Full-record metadata as returned by the API (up to a maximum of 100 items per request based on the actual response not including unique records).

Request: A request is a call to any of the operations/endpoints which may or may not be considered a query.

User Token: A credential issued by Clarivate Analytics for the purpose of accessing the API.